



REFUND POLICY AND PROCEDURE

Related Regulations/Standards	<ul style="list-style-type: none"> • The National Code 2007, Part D, Standards 2.1e, 3.1, 3.2 • ESOS Act 2000, section 27 - 32 • ESOS Legislation Amendment (Tuition Protection Service and Other Measures) Act 2012 • ESOS Regulations 2001, Regulation 3.19 • Standards for Registered Training Organisations 2015 – Standard 7.3 • Tuition Protection Services
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Purpose

This policy and procedures outline the refund of course money paid by a student to Australian Careers Education (“ACE”) when the following circumstances occur:

- Provider Default
- Student Default

Scope

This policy applies to:

- International students defined as ‘overseas students’ in the National Code; and
- Domestic students (if applicable)
- Staff involved in the payment and refund of all tuition fees paid to ACE.

Definitions

Enrolment Fee:	The fee payable, as set out in the Student Acceptance Agreement, to make an application to study a Course at ACE. The Enrolment Fee is a non-refundable fee covering the cost of registration. The Enrolment Fee is subject to change.
Course Fees:	<p>Money that ACE receives, directly or indirectly from:</p> <ul style="list-style-type: none"> • An overseas student or intending overseas student; or • Another person who pays the money on behalf of an overseas student or intending overseas student. <p>Course fees = tuition fees + non-tuition fees received by the provider in respect of the student) <i>as extracted from Explanatory Guidance on the Education Services for Overseas Students (Calculation of Refund) Specification 2014</i></p>
Prepaid fees	sometimes referred to as ‘fees collected in advance’, means fees collected before the relevant services have been provided
ESOS Act:	The Education Services for Overseas Students Act 2000 of the Commonwealth of Australia, as amended from time to time.
National Code:	The National Code of Practice for Registration Authorities and Providers of Education and Training to Overseas Students, established pursuant to Part 4 of the ESOS Act, as amended from time to time.
SRTO (2015)	Standards for Registered Training Organisation (2015), a legislative instrument made under the NVR ACT 2011 (Subsections 185(1) and 186(1))
TPS	Tuition Protection Service

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Written Agreement	The agreement entered to between ACE and the student, and signed by the student prior to enrolment.
Agreed starting day	the day on which the course was scheduled to start, or a later day agreed between the registered provider for the course and the student
Tuition Fees:	<p>Tuition fees are defined in section 7 of the ESOS Act. They are fees received by a provider (from or on behalf of an overseas student or intending overseas student) that are “directly related to the provision of a course that the provider is providing, or offering to provide, to the student”.</p> <p>Tuition fees are typically compulsory fees for the delivery of the enrolled course and include items such as:</p> <ul style="list-style-type: none"> • tutorials and tutoring sessions • lectures • additional requisite training including practicums and practice hours • ancillary costs for fieldwork, excursions or laboratories • specialist materials that are mandatory and relate to the provision of the course.
Non-Tuition Fees:	Non-tuition fees cover other items not directly related to tuition, and may be compulsory or discretionary.

1. Policy

1.1 Refunds of course money applies when the following circumstances occur:

A. Provider Default

The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection A, 46A – defines **provider default** as follows:

(1)A registered provider defaults, in relation to an overseas student or intending overseas student and a course at a location, if:

- (a) Either of the following occurs:
- (i) The provider fails to start to provide the course to the student at the location on the agreed starting day;
 - (ii) The course ceases to be provided to the student at the location at any time after it starts but before it is completed; and
- (b) The student has not withdrawn before the default day
- (c) The course is not provided in full to the student because a sanction has been imposed on ACE or any other reason.

Note: An exception to this rule applies if ACE fails to start to provide the course, or the course ceases to be provided to the student because the student

- (i) Failed to pay an amount he/she was liable to pay to ACE;
- (ii) Breached a condition of his or her student visa:
- (iii) Misbehaviour by the student

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B. Student Default

The ESOS Legislation Amendment (TPS) Act (2012) – Division 2, Subsection B, 47A – defines student default as follows:

- (1) An overseas student or intending overseas student defaults, in relation to a course at a location, if:
 - (a) The course starts at the location on the agreed starting day, but the student does not start the course on that day (and has not previously withdrawn); or
 - (b) The student withdraws from the course at the location (either before or after the agreed starting day); or
 - (c) The registered provider of the course refuses to provide, or continue providing, the course to the student at the location because of one or more of the following events:
 - (i) the student failed to pay an amount he or she was liable to pay the provider, directly or indirectly, in order to undertake the course;
 - (ii) the student breached a condition of his or her student visa;
 - (iii) misbehaviour by the student.

Note 1: For an exception to subsection (1)(a), see section 2 below.

Note 2: For an exception to subsection (1)(c)(iii), see section 3 below.

- (2) An overseas student or intending overseas student does not default under paragraph (1B)(a) in relation to a course at a location if the student does not start that course because the registered provider defaults in relation to the course at the location under subsection (1)(a)(i) above.
- (3) An overseas student or intending overseas student does not default under subsection (1)(c)(iii) unless the registered provider accords the student natural justice before refusing to provide, or continue providing, the course to the student at the location.

In all of the aforementioned instances of student default, ACE will notify the TPS Director and DIBP via PRISMS within 5 business days of the default occurring.

Note: a student default may occur only after all internal and external appeals processes have been exhausted.

- 1.2 If a refund is provided to a student, ACE shall provide a statement explaining how the amount has been calculated.
- 1.3 The enrolment fee charged to the student covers the administrative costs of processing a student's enrolment application and is non-refundable.
- 1.4 ACE holds membership with the Tuition Assurance Scheme (TAS) approved by the VET Regulator, ASQA. If ACE is unable to provide services for which the learner has prepaid, ACE must ensure:
 - a) the learner will be placed into an equivalent course such that:
 - the new location is geographically close to where the learner had been enrolled; and
 - the learner receives the full services for which they have prepaid at no additional cost to the learner; or

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- b) If an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.

1.5 This policy and procedures must be read in conjunction with the Formalisation of Enrolment Policy and Procedures and the Complaints and Appeals Policy and Procedures.

2. Procedures

2.1 Actions required to meet this procedure are outlined in the following sections:

- a. Total Refunds
- b. Partial Refunds
- c. No Refunds
- d. Process for Claiming Refunds
- e. Payment of Refunds

ACE DEFAULTS:

Total Refunds

1. Tuition fees and any Application fees will be refunded in full where:
 - i. The Course does not start on the agreed starting date which is notified in the Letter of Offer;
 - ii. The Course stops being provided after it starts and before it is completed;
 - iii. The Course is not provided fully to the Student because ACE has a sanction imposed by a government regulator; or
 - iv. An offer of a place is withdrawn by ACE and no incorrect or incomplete information has been provided by the Student.

2. In the event that ACE is unable to deliver the Course in full; the Student will be offered a refund of all the Course Money paid by the Student to date for that Course. The refund will be paid within 14 days of the day on which the Course ceased to be offered. Alternatively, the Student may be offered enrolment in an alternative course by the ACE at no extra cost. The Student has the right to choose whether to seek a full refund of Course Money, or to accept a place in another course. If the Student chooses placement in another course, ACE will ask the Student to sign a document to indicate acceptance of the placement.

3. A full refund, less any Enrolment fee will be provided to the Student where:
 - i. Illness or disability prevents a Student from taking up the course;
 - ii. Prior to the commencement of a term, the Student has been excluded from ACE for failure to meet progression rules and where fees were paid in advance of notification of the exclusion;
 - iii. There is death of a close family member of the Student (parent, sibling, spouse or child); or
 - iv. Other special or extenuating circumstances, including political, civil or natural events, are accepted at the discretion of the CEO of the ACE, or his or her nominee, as preventing a Student from taking up the course.

Partial Refunds

4. If ACE defaults, a refund of tuition fees received by ACE will be issued to the student based on the **following calculations under section 7 of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:**

Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.

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Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

Refund amount = weekly tuition fee × weeks in default period

5. If ACE is unable to deliver the course in full, the student will be offered a refund of any Tuition Fees paid in advance which corresponds to the portion of tuition for which the student has paid, but has not yet been delivered by ACE.
6. Where an Application for Refund is made under Total Refunds Item 3, the Student must provide at the time of making the application documentary evidence to the satisfaction of the ACE in support of one or more of the grounds listed in Total Refunds Items 3 (i-vi).

(Notification of Withdrawal from Studies must be received 2 weeks prior to term commencement by Student Administration*)

Partial Refunds

1. Partial refunds of the amounts specified below will be provided in the following circumstances:
 - i. Withdrawals at least 4 weeks prior to agreed start date a 70 % of the fees. **Note: Enrolment fees is non refundable.**
 - ii. Withdrawal less than 4 weeks prior to agree start dates no refund of the fees. **Note: Enrolment fees are non refundable.**

No Refunds

1. A Student who withdraws or defers from a Course more than 20 working days after the commencement of a term shall not be eligible for a refund for that term except for the reasons outlined in Total Refunds Items 3 (i-vi).
2. A Student whose enrolment is either suspended or cancelled by ACE for whatsoever reason during a term, including but not limited to misbehavior or non-payment of fees to the ACE, shall not be eligible for a refund for that term.
3. Withdrawal from the course after the agreed start date.

Refund of student pre-paid fees if ACE closes

A student will be eligible to receive a refund of the unexpended pre-paid tuition fees which the student has paid to ACE and will cover only that portion of tuition for which the student has paid but for which tuition has not yet been received.

Following default, ACE will fulfil its obligations to all affected students within 14 days. During this time ACE will either offer the student an alternative place which is acceptable to the student, or the appropriate refund amount.

In the event ACE does not satisfy this obligation to all affected students, the TPS Director will facilitate access for the student to course placement.

The proportion of pre-paid course fees which ACE has to refund to students when required

The ESOS Act limits refunds paid to students to the portion of the course for which the student has paid but which has not been delivered or assessed in the event of ACE closing.

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If ACE fails to meet its refund obligation, the partial refund amount will be calculated in accordance with the TPS model and will be used by TPS to place the student in an alternative course in the first instance, and failing that, to provide a refund.

List of documents that assist the TPS in determining a refund of pre-paid tuition fees

To assist TPS in calculating the refund of tuition fees for the part of the course for which the student has paid but which has not been delivered or assessed in the event of ACE closing, ACE will advise students that they should keep the following documents and make them available when required:

- The student agreement with ACE;
- Original receipts for tuition fees pre-paid to ACE;
- Bank statements; and
- Other relevant correspondence which identifies the amount of prepaid fees paid (e.g. an email or SMS between ACE and the student).

Recommended action for a student if ACE has not refunded the unused portion of their prepaid fees where the student has withdrawn from their course

In the first instance the student will be required to check their written agreement to ensure that they are eligible for a refund. If they do not have a copy they will be required to contact ACE or their agent and ask for a copy.

After reading their agreement, if they still believe that they are entitled to a refund, they should contact ACE in writing seeking a refund. If a student is not satisfied with the outcome of the ACE's refund decision they can contact TPS. In this case they will be required to provide the TPS with documents (such as the outcome letter of ACE's refund decision) to support their claim for a refund.

STUDENT DEFAULTS:

1. Where a student fails to start a course due to visa refusal and the student notifies ACE that their visa application has been refused.

A refund of tuition fees received by ACE will be issued to the student based on the following calculations as **per Section 9** of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

Total course fee* minus the lesser of:

- (i) 5% of the amount of course fees received by ACE before the default day, or**
- (ii) \$500**

(*Course fees = tuition fees + non-tuition fees received by ACE in respect of the student)

2. Where a student commences a course and subsequently has a visa refused and student notifies ACE that their visa application has been refused.

A refund of tuition fees received by ACE will be issued to the student based on the following calculations as **per Section 10** of the Education Services for Overseas Students (Calculation of Refund) Specification 2014:

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Weekly tuition fee = (total tuition fee for the course / number of calendar days in the course) × 7, rounded up to the nearest whole dollar.

Weeks in default period = number of calendar days from the default day to the end of the period to which the payment relates / 7

Refund amount = weekly tuition fee × weeks in default period

3. Where a student withdraws prior to commencement of their course and student notifies ACE.

Refund applications shall be assessed and granted in accordance with the schedule below:

Enrolment Fee	Non-refundable
Withdrawal at least 10 weeks prior to agreed start date	Full refund less enrolment fee
Withdrawal at least 4 weeks prior to agreed start date	75% refund less enrolment fee
Withdrawal less than 4 weeks prior to agreed start date	60% refund less enrolment fee

2.2 Process for Claiming Refunds

1. Refund applications for full or partial refunds must:
 - i. Be made in writing via the *Refund Request Form*; and
 - ii. Set out the reasons for the application; and
 - iii. Be accompanied by supporting documents as may be appropriate; and
 - iv. Be forwarded to:

*Chief Executive Officer
Australian Careers Education Pty Ltd
347-351 Victoria Street,
Brunswick, Victoria, Australia 3056*
2. The information provided by the Student on the Refund Request Form must include:
 - i. The date of the claim;
 - ii. The Student's full name;
 - iii. The course in which the Student was enrolled;
 - iv. The basis for making the claim;
 - v. The amount claimed;
 - vi. The address to which the refund is to be forwarded;
 - vii. The Student's payment details;
 - viii. The Student's signature, and
 - ix. All documents relevant to the consideration of the claim.
3. Refund applications will not be processed where the signature on the Refund Request Form does not match the Student's signature as shown on other documents provided by the Student for admission to ACE.
4. A Refund Calculation Statement will be prepared and forwarded to the Student and any refund will normally be made in the currency of the student's country of permanent residence and payable in that country. Exceptions include non-tradable currencies (where the refund

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would normally then be paid in AUD) or payment to another Australian educational institution. ACE accepts no responsibility in respect of any foreign exchange rate fluctuations.

5. The funds covering the tuition fees must be cleared (i.e. cheques cleared, telegraphic transfers received etc).
6. All debts owing to ACE are to be deducted from any refund.
7. Where a Student is dissatisfied with a decision to provide or not to provide a refund he or she may appeal that decision in accordance with the ACE's *Complaints and Appeals Policy and Procedure*.
8. This policy, and the availability of complaints and appeals processes, does not remove the right of the student to take action under Australia's consumer protection laws.

2.3 Payment of Refunds for Provider's Default

1. Applications for refunds for Students must be authorised by the CEO / Compliance Officer or his/her nominee.
2. Where:
 - i. the Course does not start on the agreed starting date; or
 - ii. the ACE stops the Course after it starts and before it is completed; or
 - iii. the Course is not provided fully to the Student because ACE has a sanction imposed by a government regulator, and the Student has requested a full refund of fees rather than placement in an alternate course, the refund of fees will be paid in full to the Student within 2 weeks.

2.4 In any other circumstance, ACE will refund the amount within 4 weeks after receipt of the completed and signed Refund Request Form together with appropriate supporting documents.

2.5 The date of the notification for application for refund is the date the completed and signed Application for Refund is received by ACE.

2.6 The Enrolment fee is not subject to a refund.

2.7 Overseas Student Health Cover Fees: If ACE has arranged the application and issuance of the OSHC of the student with an OSHC provider, ACE will assist the student to request for a refund with the OSHC provider, as per student's request.

Access to Complaints and Appeals

Students who believe they have been charged an incorrect fee or given an incorrect refund and as per the student's written agreement with ACE, the student is entitled to access ACE's complaints and appeals process which does not remove the right of the student to take action (and to pursue other legal remedies) under the Australia's consumer protection laws.

Primary Forms

Refund Request Form

Secondary Forms

Pre-Enrolment Brochure

Student Handbook

Agent Handbook

Staff Handbook

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Forms/Record Keeping

Title	Location	Responsible Officer	Minimum Retention Period
ACE's Refund Request Form	Student File Refund Register	Compliance Officer Finance Manager	7 years
ACE's Refund Calculation Statement	Student File Refund Register	Compliance Officer Finance Manager	7 years

Attachment

See Appendix A: *Schedule 6 of Standards for RTO 2015*

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Appendix A: Schedule 6 of Standards for RTO 2015

Requirements for protecting fees prepaid by individual learners, or prospective learners, for services

These requirements do not override obligations and requirements of the *Education Services for Overseas Students Act 2000* (Cth).

Type of RTO	Requirement
Government Entity or an Australian university	<p>The RTO implements a policy addressing learner fee protection arrangements. This policy details how, if the RTO is unable to provide services for which the learner has prepaid, the learner will:</p> <ul style="list-style-type: none"> • be placed into an equivalent course such that: <ul style="list-style-type: none"> – the new location is suitable to the learner; and – the learner receives the full services for which they have prepaid at no additional cost to the learner; or • be paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount.
All other RTOs	<p>The RTO addresses learner fee protection by implementing one or more of the following arrangements:</p> <ol style="list-style-type: none"> 1. The RTO holds an unconditional financial guarantee from a bank operating in Australia where: <ol style="list-style-type: none"> a) the guarantee is for an amount no less than the total amount of prepaid fees held by the RTO in excess of the threshold prepaid fee amount for each learner for services to be provided by the RTO to those learners; and b) all establishment and ongoing maintenance costs for the bank guarantee are met by the RTO. 2. The RTO holds current membership of a Tuition Assurance Scheme approved by its VET Regulator which, if the RTO is unable to provide services for which the learner has prepaid, must ensure: <ol style="list-style-type: none"> c) the learner will be placed into an equivalent course such that: <ul style="list-style-type: none"> – the new location is geographically close to where the learner had been enrolled; and – the learner receives the full services for which they have prepaid at no additional cost to the learner; or d) if an equivalent course cannot be found, the learner is paid a refund of any prepaid fees for services yet to be delivered above the threshold prepaid fee amount. 3. Any other fee protection measure approved by the VET Regulator.